

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSALS

DATE OF ISSUE: November 19, 2009

TO: Potential Providers of Services

RE: Request for Proposals for a downtown revitalization consultant to assist with up to six (6) communities in creating a downtown market and action strategy revitalization plan

I. Services Sought by Authority:

The Michigan State Housing Development Authority ("Authority") is seeking an individual or firm that is authorized to do business in Michigan. The Michigan Main Street Center @ MSHDA is looking for a downtown revitalization consultant to assist with up to SIX (6) communities in creating a downtown market and action strategy revitalization plan. The program, Downtowns of Promise, is a newly created program modeled after the successful Blueprints for Michigan's Downtowns and Michigan Main Street programs. A detailed description of the work is described in the Scope of Work, which is attached as Exhibit A to this Request for Proposals.

II. Required Qualifications:

The following is a preliminary statement of the major tasks involved for developing the end product of this project. The Contractor is not, however, constrained from supplementing this listing with additional steps, sub-tasks or elements deemed necessary to permit the development of alternative approaches or the application of proprietary analytical techniques.

1. Devise a uniquely energetic community process that ultimately leads to the creation of an enthusiastic implementation of the downtown revitalization plan.
2. The Contractor shall plan and conduct an orientation meeting for up to six (6) communities in February, 2010.
3. Contractor will produce an innovative downtown market analysis in the area of residential, commercial and office needs for up to six (6) communities in the State of Michigan during the contract period. The expectation is that the community and public will be involved in all aspects of developing the end product. With consultant analysis of data and trends, the plan will offer specific action/implementation steps for downtown revitalization tailored to the individual characteristics and needs of each traditional downtown or traditional commercial

neighborhood district. However, all plans must also have a consistent format and philosophy.

4. Provide for each community a “how to” proposal for successful revitalization of that community’s traditional downtown or traditional commercial neighborhood district.
5. The downtown revitalization action plan should be very inclusive in nature and address, among other issues, public and private infrastructure needs, organizational capacity issues, use of state economic revitalization tools, a residential, office and retail market study and analysis, timelines and task assignments, and local business assistance plans.
6. The plan must be action oriented and “how to” focused.
7. **The Contractor will be assisted in these duties when each community meets or completes the following:**
 - 1) Have an eligible traditional downtown or traditional commercial neighborhood district.
 - 2) Provide a Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis of the targeted area.
 - 3) Provide a community profile, specifically of the proposed downtown/traditional area and include pictures, maps and definition/outline of the targeted area.
 - 4) Provide letters of commitment from as wide a variety of stakeholders both inside and outside the targeted area as possible.
 - 5) Show an organizational chart of all local agencies involved in downtown or traditional center of commerce re-development efforts. Specifically identify the lead agency for implementation of the strategic study.
 - 6) Develop a needs assessment of the proposed downtown or traditional center of commerce area.
 - 7) The community must be prepared to put together a long term, diverse revitalization taskforce that will assist the consultant during the planning process and serve as an advisory, monitoring and reporting vehicle for five (5) years of plan implementation.

The Authority has identified the following qualifications that it believes are necessary for the successful performance and completion of the services described in the Scope of Work. The "Prospective Contractor" must:

- A.** Have experience providing the services described in the Scope of Work or similar services.
- B.** Assign experienced personnel to perform the services or have personnel supervised by experienced staff.
- C.** Be a Michigan entity (limited partnership, limited liability company, for-profit corporation or non-profit corporation), a firm that is authorized to do business in the State of Michigan, or a division or office of a Michigan municipality. The Prospective Contractor will be required to submit:
 - 1.** A Certificate of Status issued by the Corporations and Securities Bureau of the Michigan Department of Energy, Labor & Economic Growth; and
- D.** Have phone, internet, and e-mail access. Internet and e-mail access must be adequate enough to allow Prospective Contractor to download and upload data and files and receive files and attachments from Authority staff.
- E.** Agree to satisfy the following requirements prior to the execution of the contract with the Authority:
 - 1.** Indemnify, defend and hold harmless the Authority, its Board, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
 - a.** any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from (1) the "Services" provided or (2) performance of the Services, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Agreement.
 - b.** any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Agreement;

- c. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
- d. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the Authority;
- e. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.
- f. any action or proceeding threatened or brought against the Authority to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service, infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States.

2. Maintain and provide evidence, satisfactory to the Authority, of the following insurance coverage:

- a. Errors and Omissions Insurance for \$1,000,000 for each occurrence and \$1,000,000 annual aggregate.
- b. Worker's Compensation Insurance (if required under state law). Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable.

F. Agree to execute a contract acceptable to the Director of Legal Affairs. For purposes of illustration only, a draft of the proposed contract is attached.

III. Submitting Proposal:

Firms wishing to submit proposals must submit one (1) original and three (3) copies of a proposal to provide the services described in Exhibit A (Scope of Work). Submitted proposals must respond to and address the questions listed in Exhibit B (Proposal Instructions and Selection Criteria).

The due date for the Authority's receipt of the proposals responding to this Request for Proposal ("RFP") is Tuesday, December 22, 2009 at 4 p.m.

The Authority shall not be liable for any costs that a firm or individual may incur while preparing a proposal. The Authority shall not be liable for any costs that a firm or individual may incur prior to the complete execution of a contract. If the Authority enters into a contract, the Authority's consideration (payment) shall be limited to the term of the contract.

IV. Communications with Authority Staff Prior to Selection of Proposal

Any questions raised by Providers concerning the RFP may be submitted, in writing, via mail, email or fax, using the subject line to the attention of:

Laura Krizov
Manager, Main Street Center
MSHDA
735 East Michigan Ave.
PO Box 30044
Lansing, Michigan 48909

E-mail: krizovl@michigan.gov
Fax: (517) 335-5925

To ensure a fair and impartial process, Authority staff will not address non-written questions concerning the RFP. Phone calls involving the RFP or related questions will not be accepted. Firms submitting bids shall not contact any Authority staff or Board members except Laura Krizov — all communications with Laura Krizov must be received in writing by December 11, 2009

MSHDA will answer appropriate questions received in a timely manner (e.g., information not covered/answered in the RFP, interpretation issues, etc.) by email to all Providers on or before December 16, 2009. MSHDA will hold no other question sessions or bidders conferences.

If, prior to the proposal deadline, the Authority deems it necessary to provide additional clarifying information, or to revise any part of the RFP, supplements or revisions will be provided to all recipients of the RFP who have indicated they will submit a proposal.

Proposals will then be evaluated based on the terms and conditions of the RFP, any supplements or revisions thereof, and the answers to any written questions.

V. Selection of Proposal:

The Authority's Michigan Main Street Center will select the proposal based on Selection Criteria, which is set forth in Exhibit B (Proposal Instruction and Selection Criteria).

VI. Processing Required Forms & Contract Execution:

The required forms will be submitted to Civil Service for approval, **prior** to Board approval. Contracts that equal or exceed \$25,000 must be Board approved. Thereafter, a contract will be forwarded to the "Selected Firm" that submitted the selected proposal with instructions to execute and return three copies. Upon receiving the executed copies, the Office of Legal Affairs will submit the executed copies to a duly authorized Authority signatory for execution on behalf of the Authority.

VII. Michigan Freedom of Information Act

Documents submitted to the Authority shall be subject to the Michigan Freedom of Information Act ("FOIA"). In the event a request for submitted documents is made to the Authority, the Authority's FOIA Coordinator will redact or withhold information and/or documents that are exempt from disclosure under FOIA. *See MCL 15.243*. Please note that any requests by non-MSHDA personnel to review proposals will be denied until the deadline for submission of the bids has expired. *See MCL 15.243(1)(j)*.

VII. Federal Funding

This is a Federally Funded project. If applicable, the Contractor and Subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), the Davis-Bacon Act, Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Bid Documents. The grantees are equal opportunity employers, businesses owned by women or minorities are strongly encouraged to bid.